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Attorneys for Plaintiff Heather St. Clair

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

HEATHER ST. CLAIR.

Case No.: '11CV1795 JM BLM

Plaintiff.

## COMPLAINT

ERIN CAPITAL MANAGEMENT, LLC., )  
and ELTMAN, ELTMAN & COOPER, PC)

**DEMAND FOR JURY TRIAL**

**Defendant**

## INTRODUCTION

1. This is an action for actual damages, statutory damages, attorney fees and costs brought by an individual consumer, Heather St. Clair, (hereinafter "Plaintiff") for Erin Capital Management's hereinafter(hereinafter "Erin Capital")and Eltman, Eltman & Cooper, PC's (hereinafter "Eltman") violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.* (hereinafter "FDCPA") and the Rosenthal Fair Debt Collection Practices Act, *California Civil Code* § 1788 *et seq.* (hereinafter "the Rosenthal Act") which prohibit debt collectors from engaging in abusive, deceptive and unfair practices.

2. Plaintiffs make these allegations on information and belief, with the exception of those allegations that pertain to a plaintiff, or to plaintiffs' counsel, which Plaintiffs allege on personal knowledge.

3. While many violations are described below with specificity, this Complaint alleges violations of the statutes cited in their entirety.

## **JURISDICTION AND VENUE**

4. This action arises out of Defendants' violations of the FDCPA the Rosenthal Act.

5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391.

## THE PARTIES

6. Plaintiff is a natural person residing in San Diego, California, and is a “consumer” within the meaning of § 1692a(3) of the FDCPA in that she is a natural person purportedly obligated to pay a credit card debt, owed to Providian Financial Corporation, (hereinafter “Debt”) and a “debtor” as that term is defined by § 1788.2(h) of the Rosenthal Act.

7. At all times relevant herein, Defendant, Erin Capital was a company engaged, by use of the mails and/or telephone in the business of collecting debts, as defined by §1692a(5) of the FDCPA, and consumer debts as defined by § 1788.2(f) of the Rosenthal Act. Erin Capital regularly attempts to collect debts alleged to be due another and is therefore a debt collector within the meaning of § 1692a(6) of the FDCPA and §1788.2(c) of the Rosenthal Act. As Erin Capital does business in the state of California, and committed the acts that form the basis for this suit in the state of California, this Court has personal jurisdiction over Defendant Erin Capital for purposes of this action.

8. At all times relevant herein, Defendant, Eltman was a company engaged, by use of the mails and/or telephone in the business of collecting debts, as defined by §1692a(5) of the FDCPA. Eltman regularly attempts to collect debts alleged to be due another and is therefore a debt collector within the meaning of §1692a(6) of the FDCPA. As Eltman does business in the state of California, and committed the acts that form the basis for this suit in the state of California, this Court has personal jurisdiction over Defendant Eltman for purposes of this action.

9. In connection with the Debt, Eltman and its employees were acting as Erin Capital's debt collection agents, making Erin Capital vicariously liable for Eltman's debt collection act violations.

## **FACTUAL ALLEGATIONS**

10. At all times herein, Defendants, were attempting to collect, from Plaintiff, a debt as defined by §1692a (5) of the FDCPA and a consumer debt as defined by § 1788.2(f) of the Rosenthal Act.

11. On January 8, 2008, Erin Capital filed suit against Plaintiff in the Superior Court of California, San Diego County in the cause captioned as Erin Capital Management LLC v. Heather St. Clair; Case No.: 37-2008-00075465-CL-CL-CTL, (hereinafter “State Case”).

12. On January 15, 2009, at Erin Capital's request, a default judgment was entered in the State Action against Plaintiff.

13. Plaintiff hired attorney William R. Rose (hereinafter "Mr. Rose") to set aside the default judgment in the State Action and negotiate a complete settlement of the Debt.

14. Mr. Rose contacted Eltman, thereby also communicating to both Eltman and Erin Capital, that he was representing Plaintiff.

15. From January 18, 2010 through February 3, 2010, Mr. Rose and a managing attorney at Eltman, Michel Ross, exchanged emails regarding negotiating a settlement of the State Case. The emails from Mr. Rose clearly showed in their signature block that they were from The Law Offices of William Rose in Santa Monica, California, an attorney. The emails from Michael Ross clearly showed in their signature block that they were from Eltman, Eltman & Cooper a law firm in New York NY. This was additional confirmation to Erin Capital and Eltman that Plaintiff was represented by counsel, specifically Mr. Rose. A true and accurate copy of the emails containing the settlement terms are attached hereto and fully incorporated by reference as Plaintiff's Exhibit "A"

16. Further emails concluding in February 12, 2010 between the attorneys representing the parties in the State Action finalized the terms of the settlement. A true and accurate copy of the emails is attached hereto and fully incorporated by reference as Plaintiff's Exhibit "B". This was further confirmation to Erin Capital and Eltman that Plaintiff was represented by counsel.

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1       17. As the emails from Michael Ross to Mr. Rose indicated, the settlement was  
2 accepted and that upon receipt of the settlement funds and clearing the bank, the Debt would be  
3 paid in full and the Action dismissed.

4       18. Plaintiff paid the full settlement amount, as agreed.

5       19. Following receipt of the settlement amount, Erin Capital filed pleadings in the  
6 State Action to set aside the default judgment and on April 23, 2010, the State Action was  
7 dismissed with prejudice.

8       20. On August 2, 2010 and August 12, 2010, Eltman sent Plaintiff notices, attempting  
9 to collect the paid debt. These were communications within the meaning of §1692a(2) of the  
10 FDCPA.

11       21. The notices stated, among other things, “Negotiate with us before we proceed to  
12 garnishment.” The notice confirmed the name of Plaintiff’s present employer and that her wages  
13 would be garnished if Plaintiff did not call them and asked to speak with “Shaun, Helena, or Sam  
14 as soon as possible.” The notices also stated that: “To avoid having legal documents served to  
15 your employer and involuntary paycheck deductions...call ...as soon as possible.” The notice  
16 further stated: “Judgment Amount with Interest: \$6,459.76.” A true and accurate copy of the  
17 notices are attached hereto and fully incorporated by reference as Plaintiff’s Exhibit “C”.

18       22. Defendants knew that Plaintiff was represented by counsel when they sent the  
19 collection notices in Exhibit C to Plaintiff.

20       23. Defendants misrepresented, in the notices in Exhibit C to Plaintiff, the amount of  
21 the Debt owed as \$6,459.76, when in fact the amount owed was zero.

22       24. Defendants misrepresented, in the notices in Exhibit C to Plaintiff, the legal status  
23 of the Debt as owed when in fact the debt had been paid.

24       25. Promptly upon receipt of the notice from Eltman, Plaintiff called Eltman and  
25 spoke with a collection agent, who said her name was “Helena.”

26       26. Helena advised Plaintiff that this call is to collect a debt and asked Plaintiff where  
27 Plaintiff worked and the last four digits of Plaintiff’s Social Security Number.

28       ///

1       27. Plaintiff informed Helena that Plaintiff had a lawyer and everything had already  
2 been settled by payment of the debt and dismissal of the State Action.

3       28. Helena represented that Plaintiff was still being sued for the debt and it wasn't  
4 paid and the case wasn't settled. She further implied that the lawyer hadn't done anything for  
5 Plaintiff other than take her money.

6       29. This upset Plaintiff as she did not know at this point whether in fact she had been  
7 defrauded by her attorney, if she would have to pay a second time, if her wages would be  
8 garnished making it difficult for her to survive financially and jeopardizing her employment  
9 because Eltman would contact her employer and tell them about the debt.

10      30. During the phone conversation with Helena, Plaintiff cried. Helena said that  
11 Plaintiff should calm down and suggested throwing cold water on Plaintiff's face to stop crying.

12      31. Subsequent to this phone call, Plaintiff, an ordinarily self-sufficient independent  
13 single woman, contacted her father to ask for a loan in necessary to pay this debt a second time.  
14 She had never had to ask her father for assistance before. This embarrassed and humiliated her  
15 further.

16      32. On August 26, 2010 at 8:03 AM, Plaintiff received the following phone message:  
17             This phone call is for Heather St. Clair if you are not Heather St. Clair, hang up or  
18 disconnect. There will be a three second delay in this message. By continuing to  
19 listen to this message, you are acknowledging to be Heather. Heather you should  
20 not be listening to this message where people can hear as it contains personal and  
private information. Three second delay to listen in private. This message is from  
Sam Rams of Eltman, Eltman and Cooper and is an attempt to collect a debt.  
Heather please call me to discuss an important business matter

21      33. These were a communications within the meaning of §1692a(2) of the FDCPA.

22      34. Defendants knew that Plaintiff was represented by counsel when they telephoned  
23 her on August 26, 2011.

24      35. Since the dismissal of the Action in April, 2010, the defendants had never  
25 communicated with Mr. Rose about the Debt or the State Action.

26      36. At no time had the defendants received permission from Mr. Rose to contact  
27 Plaintiff. Defendant knew or could readily ascertain Plaintiff's attorney's name and address.

28      ///

37. Defendant knew or could readily ascertain that Plaintiff's counsel had not consented to a direct communication with Plaintiff.

38. After, and due to, the notices, phone calls and the August 26<sup>th</sup> phone message Plaintiff intermittently suffered anxiety, stress, anger, depression, embarrassment, humiliation, trouble focusing at work, and trouble sleeping.

39. Plaintiff was able to confirm over the span of several weeks that the debt was paid and the State Action was settled and dismissed by obtaining a copy of the pertinent court filing from the courthouse and discussing the facts again with Mr. Rose.

40. These emotional stress and symptoms decreased after Plaintiff was able to confirm the falsity of Helena's statements and that in fact the payment of the debt, settlement and dismissal of the State Action had all actually occurred as she had believed. The memories of the events still cause some intermittent stress.

## **FIRST CLAIM FOR RELIEF**

### **(Violations of the FDCPA)**

## Against Both Defendants

41. Plaintiff repeats, re-alleges, and incorporates by reference all the allegations contained in the paragraphs above.

42. Defendants violated the FDCPA. The violations include, but are not limited to, the following:

- (1) communicating with the consumer by means of the above mentioned notices and/or phone calls while she was represented by counsel in violation of § 1692c(a)(2) of the FDCPA;
  - (2) misrepresented the legal status of the debt as owed when in fact it had been paid, by means of the above mentioned notices and/or phone calls, in violation of §§ 1692e, 1692e(2)(A), and 1692e(10) of the FDCPA;
  - (3) misrepresented that it was lawfully entitled to collect the amount of the debt, by means of the above mentioned notices and/or phone calls, in violation of §§ 1692e, 1692e(2)(A), and 1692e(10) of the FDCPA;

- (4) making false representations or implication that nonpayment of the debt will result in the seizure, garnishment, attachment, or sale of any property or wages, when such action would not be lawful, by means of the above mentioned notices and/or phone calls, in violation of §§ 1692e(4) of the FDCPA;
- (5) threatening to take legal action that cannot legally be taken by garnishment of wages for a debt that was not owed, by means of the above mentioned notices and/or phone calls, in violation of §§ 1692e(5) of the FDCPA;
- (6) attempting to collect an amount which was not expressly authorized by agreement or permitted by law, by means of the above mentioned notices, in violation of §§ 1692f(1) of the FDCPA.

43. As a result of the Defendant's actions, Plaintiff is entitled to actual damages, statutory damages, attorney's fees and costs of this action.

## **SECOND CLAIM FOR RELIEF**

## **(Claim for violations of the Rosenthal Act)**

## Against Erin Capital

44. Plaintiff repeats, re-alleges, and incorporates by reference all the allegations contained in the paragraphs above.

45. Defendant's acts and omissions violated the Rosenthal Act including, but not limited to §1788.17. Defendant's violations of § 1788.17 of the Rosenthal Act ( which incorporates several of the provisions of the FDCPA) include, but are not limited to those enumerated in ¶ 42 above.

46. Defendant's acts and omissions violated § 1788.10(e) the Rosenthal Act by making threats that nonpayment of the debt will result in the garnishment or attachment of the debtor's wages, when such action would not be permitted by law or was not in fact contemplated by the debt collector.

47. Defendant's violations of the Rosenthal Act were willful and knowing, thereby entitling Plaintiff to statutory damages pursuant to § 1788.30(b) of the Rosenthal Act.

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48. Defendant's acts as described above were done intentionally with the purpose of coercing Plaintiff to pay the debt a second time.

49. As a proximate result of the violations of the Rosenthal Act committed by Defendant, Plaintiff is entitled to any actual damages, statutory damages, reasonable attorney's fees and costs of this action.

## **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays that judgment be entered against Defendant, and for Plaintiff, and pray for the following relief:

1. An award of actual damages pursuant to § 1692k(a)(1) of the FDCPA against Defendants and each of them;

2. An award of statutory damages of \$1,000.00 pursuant to § 1692k(a)(2)(A) of the FDCPA against each Defendant;

3. An award of actual damages pursuant to § 1788.30(a) of the Rosenthal Act, against defendant Erin Capital;

4. An award of statutory damages of \$1,000.00 pursuant to § 1788.30(b) of the Rosenthal Act, against defendant Erin Capital;

5. An award of costs of litigation and reasonable attorney's fees, pursuant to §1692k (a) (3) of the FDCPA against both Defendants and § 1788.30(c) of the Rosenthal Act, against defendant Erin Capital.

6. Such other and further relief this court may deem just and proper.

## TRIAL BY JURY

50. Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Lester & Associates

August 11, 2011  
Dated

s/*Patric A. Lester*  
By Patric A. Lester  
Attorney for Plaintiff,  
HEATHER ST. CLAIR

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**

HEATHER ST. CLAIR

(b) County of Residence of First Listed Plaintiff San Diego

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Patric A. Lester, 5694 Mission Center Road, #358, San Diego, CA  
92108, Phone: (619) 665-3888**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- |  |  |
|--|--|
| <input type="checkbox"/> 1 U.S. Government Plaintiff | <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) |
| <input type="checkbox"/> 2 U.S. Government Defendant | <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)   |

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)  
(For Diversity Cases Only)

Citizen of This State	PTF	DEF	Incorporated or Principal Place of Business In This State	PTF	DEF
<input type="checkbox"/> 1	<input type="checkbox"/>	<input type="checkbox"/> 1	<input type="checkbox"/>	<input type="checkbox"/> 4	<input type="checkbox"/> 4
<input type="checkbox"/> 2	<input type="checkbox"/>	<input type="checkbox"/> 2	<input type="checkbox"/>	<input type="checkbox"/> 5	<input type="checkbox"/> 5
<input type="checkbox"/> 3	<input type="checkbox"/>	<input type="checkbox"/> 3	<input type="checkbox"/>	<input type="checkbox"/> 6	<input type="checkbox"/> 6
<input type="checkbox"/> 4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<b>PERSONAL INJURY</b>	<b>PERSONAL INJURY</b>	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<b>PROPERTY RIGHTS</b>	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage	<input type="checkbox"/> 510 Occupational Safety/Health	<input type="checkbox"/> 510 Occupational Safety/Health
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 390 Other Personal Injury	<input type="checkbox"/> 520 Other	<input type="checkbox"/> 520 Other
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 400 Other Civil Rights	<b>LABOR</b>	<input type="checkbox"/> 530 Fair Labor Standards Act
<input type="checkbox"/> 195 Contract Product Liability				<input type="checkbox"/> 540 Other Labor Litigation
<input type="checkbox"/> 196 Franchise				<input type="checkbox"/> 550 Empl. Ret. Inc. Security Act
<b>REAL PROPERTY</b>	<b>CIVIL RIGHTS</b>	<b>PRISONER PETITIONS</b>	<b>SOCIAL SECURITY</b>	<input type="checkbox"/> 560 Railway Labor Act
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 570 Fair Labor Standards Act	<input type="checkbox"/> 570 Black Lung (923)
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	<b>Habeas Corpus:</b>	<input type="checkbox"/> 580 Labor/Mgmt. Relations	<input type="checkbox"/> 580 HIA (1395ff)
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/ Accommodations	<input type="checkbox"/> 530 General	<input type="checkbox"/> 590 Other Labor Litigation	<input type="checkbox"/> 590 SSID Title XVI
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 600 Occupational Safety/Health	<input type="checkbox"/> 600 RSI (405(g))
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other	<b>FEDERAL TAX SUITS</b>	<input type="checkbox"/> 610 Customer Challenge 12 USC 3410
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 620 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 620 Other Statutory Actions
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 630 DIWC/DIW (405(g))	<input type="checkbox"/> 630 Agricultural Acts
			<input type="checkbox"/> 640 SSID Title XVI	<input type="checkbox"/> 640 Economic Stabilization Act
			<input type="checkbox"/> 650 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 650 Environmental Matters
				<input type="checkbox"/> 660 Freedom of Information Act
				<input type="checkbox"/> 670 Appeal of Fee Determination Under Equal Access to Justice
				<input type="checkbox"/> 680 Customer Challenge 12 USC 3410
				<input type="checkbox"/> 690 Other Statutory Actions
				<input type="checkbox"/> 700 Selective Service
				<input type="checkbox"/> 710 Securities/Commodities/ Exchange
				<input type="checkbox"/> 720 Taxes (U.S. Plaintiff or Defendant)
				<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
				<input type="checkbox"/> 740 Railway Labor Act
				<input type="checkbox"/> 750 Other
				<input type="checkbox"/> 760 Customer Challenge 12 USC 3410
				<input type="checkbox"/> 770 Taxes (U.S. Plaintiff or Defendant)
				<input type="checkbox"/> 780 Labor/Mgmt. Relations
				<input type="checkbox"/> 790 Other Labor Litigation
				<input type="checkbox"/> 800 Occupational Safety/Health
				<input type="checkbox"/> 810 Selective Service
				<input type="checkbox"/> 820 Securities/Commodities/ Exchange
				<input type="checkbox"/> 830 Customer Challenge 12 USC 3410
				<input type="checkbox"/> 840 Deportation
				<input type="checkbox"/> 850 Racketeer Influenced and Corrupt Organizations
				<input type="checkbox"/> 860 Consumer Credit
				<input type="checkbox"/> 870 Other Statutory Actions
				<input type="checkbox"/> 880 Agricultural Acts
				<input type="checkbox"/> 890 Economic Stabilization Act
				<input type="checkbox"/> 900 Environmental Matters
				<input type="checkbox"/> 910 Energy Allocation Act
				<input type="checkbox"/> 920 Freedom of Information Act
				<input type="checkbox"/> 930 Customer Challenge 12 USC 3410
				<input type="checkbox"/> 940 Appeal of Fee Determination Under Equal Access to Justice
				<input type="checkbox"/> 950 Constitutionality of State Statutes

**V. ORIGIN**

(Place an "X" in One Box Only)

- |   |   |  |   |  |   |  |
|---|---|--|---|--|---|--|
| <input checked="" type="checkbox"/> 1 Original Proceeding | <input type="checkbox"/> 2 Removed from State Court | <input type="checkbox"/> 3 Remanded from Appellate Court | <input type="checkbox"/> 4 Reinstated or Reopened | <input type="checkbox"/> 5 Transferred from another district (specify) _____ | <input type="checkbox"/> 6 Multidistrict Litigation | <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment |
|---|---|--|---|--|---|--|

**VI. CAUSE OF ACTION**Cite the U.S. Civil Statute under which you are filing (**Do not cite jurisdictional statutes unless diversity**):

15 U.S.C. § 1692, et seq.

Brief description of cause:  
Fair Debt Collection Practices Act**VII. REQUESTED IN COMPLAINT:** CHECK IF THIS IS A CLASS ACTION  
UNDER F.R.C.P. 23

DEMAND \$ 75,000.00

CHECK YES only if demanded in complaint:  
**JURY DEMAND:**  Yes  No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

08/11/2011

s/Patric A. Lester

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE